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*Ryan Management*  
**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Electronically Recorded  
 Chesapeake Operating, Inc.

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

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**L0524988****AMENDMENT TO OIL AND GAS LEASE**

Reference is hereby made to that certain Oil and Gas Lease, dated effective September 26, 2006, by and between **SHOPE & RYAN MANAGEMENT, INC.**, whose address is 6633 Cahoba Dr., Fort Worth, TX 76135 ("Lessor"), and **FOUR SEVENS RESOURCES CO., LTD.**, ("Lessee") whose address is 777 Taylor Street, Ste. 1090, Fort Worth, TX 76102, and which said lease was assigned to **CHESAPEAKE EXPLORATIONS, L.L.C.**, an Oklahoma limited liability company whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154, ("Chesapeake"), successor in right, title, and interest to the lease which was recorded in the Tarrant County Deed Records at Document Number D206352711 (the "Lease") and Amendment recorded in the Tarrant County Deed Records at Document Number D207045480.

WHEREAS Chesapeake and Lessor, desire to execute this Amendment to Oil and Gas Lease (the "Lease Amendment");

NOW, THEREFORE, Chesapeake and Lessor, for good and valuable consideration and the covenants and agreements stated herein, hereby amend the terms of the Lease as set forth below:

1. Paragraph 4 is hereby ~~deleted~~ in its entirety and **replaced** by the following new Paragraph 4:

"4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operation on the leased premises except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any

portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests."

2. In the event of a conflict between the terms and provisions of this Lease Amendment and the terms and provisions of the Lease, the terms and conditions of this Lease Amendment shall prevail as to the extent of such conflict.

3. This Lease Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

EXECUTED on the date(s) subscribed to the acknowledgements below, but for all purposes effective as of the Effective Date of the Lease, which is September 26, 2006.

LESSOR:  
Shope & Ryan Management, Inc.

By: [Signature]  
Title: VP/CFO  
Printed Name: Reese Ryan

ACKNOWLEDGEMENTS

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 22 day of March, 2010, by Reese Ryan, as Vice President/CFO of Shope & Ryan Management, Inc.

[Signature: Deborah Bowman]  
Notary Public  
My Commission Expires: November 3, 2012  
Notary's Name (printed): Deborah Bowman



Record & Return to:  
Chesapeake Operating, Inc.  
P.O. Box 18496  
Oklahoma City, OK 73154